

## **Board of Trustees Workshop**

**June 7, 2011**

The Board of Trustees for the Village of Cold Spring held a workshop meeting on Tuesday, June 7, 2011 beginning at 7:30 pm at the Village Hall, 85 Main Street, Cold Spring, NY.

Attending: Mayor Seth Gallagher, Trustees: Bruce Campbell, Charles Hustis, III, and J. Ralph Falloon, Trustee Airinhos Serradas was absent.

Also in attendance were Jeff Wigdor, Michael Armstrong, David S. Cooke, and representatives of the Fire Company: Michael Bowman, John Landolfi, and Danny Valentine

Jeff Wigdor of Jemiwi, Inc, made a proposal to provide information technology services to the Cold Spring Police Department and/or the Village of Cold Spring on an as-needed basis at a cost of \$50.00 per hour plus set fees for special needs. Along with his resume, he also included references, including but not limited to L'Oreal, Merrill Lynch, and AIG. Officer-in-Charge, George Kane and Village Clerk, Mary Sarri, have spoken with Mr. Wigdor. Also discussed was the possibility of the Village Office going paperless. Trustee Falloon will meet with Mr. Wigdor to further discuss this.

Trustee Hustis made a motion to accept Jeff Wigdor's proposal for IT services for the Village Office and the Police Department at a cost of \$50.00 per hour with set fees for special need items. Trustee Campbell seconded the motion. The motion was carried unanimously.

David S. Cooke, representing the Chamber of Commerce, presented a plan for a Street Fair to be held on October 1, 2011 from 8 am to 5 pm. He requested that the Village close off Main Street from Garden Street to Fair Street for this event based on Mr. Cooke securing 30 vendors and setting them up back to back in the road facing the sidewalks. If he can get more than 30 vendors, he would extend this up beyond Garden and below Fair Streets but these vendors would be on the sidewalk instead of the road. He felt that the traffic could be re-routed through Garden and Fair Streets to Northern Avenue.

Trustee Campbell was hesitant about re-routing traffic through Garden Street because of the narrowness of the roadway. Mayor Gallagher stated that traffic must have a marked route to get to the river. Also, one lane must be left open on Main Street for emergency vehicles.

Mr. Cooke and Trustee Campbell will present this to the Recreation Department and also the Police Department for further input.

Mr. Cooke requested permission to put up a banner across Main Street advertising the Street Fair. Mayor Gallagher said that there may be problems with the utility company regarding this.

Mike Armstrong, Chair, Special Board for a Comprehensive Plan/LWRP, recommended the appointment of Dick Weissbrod and Stephanie Hawkins to fill the two vacancies on the Special Board. Their resumes were sent to the Village Board for their review.

A letter from Planning Board Chair, Joseph Barbaro, was received in favor of Dick Weissbrod being the liaison to the Special Board.

A motion was made by Trustee Hustis seconded by Trustee Campbell to appoint Dick Weissbrod and

Stephanie Hawkins to the Special Board for a one (1) year term ending at the next organizational meeting. The vote was unanimously carried.

**AGREEMENT FOR MUNICIPAL APPROVAL  
AND COOPERATION IN FILMING/PHOTOGRAPHY.**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the VILLAGE OF COLD SPRING, a municipal corporation of the State of New York, having an office at VILLAGE Hall, 85 Main Street, Cold Spring, New York 10516, (hereinafter the "VILLAGE") and [NAME OF APPLICANT], maintaining an address at [ADDRESS OF APPLICANT], (hereinafter the "COMPANY")

WHEREAS, the COMPANY wishes to undertake and conduct filming and/or photographing activities on [DATE OR DATES AND APPROXIMATE TIMES] within the VILLAGE of Cold Spring in connection with [NAME OR DESCRIPTION OF PROJECT] (hereinafter the "PROJECT") and, more particularly, on location at [LIST STREET ADDRESS(ES) FOR PROJECT] and the surrounding exterior grounds, together with access to and egress from (hereinafter the "LOCATION"); and

WHEREAS, the Village Board has approved the filming and/or photographing activity of the PROJECT subject to certain conditions and understandings as set forth herein;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The COMPANY shall have the right to use the LOCATION for purposes of conducting the filming and/or photographing activity of the PROJECT at the aforesaid date(s), place(s) and time(s). Such right shall be to the exclusion of all activities on the LOCATION except as may be necessary for operation of local government or for public necessity such as passage of emergency vehicles or conduct of police activity, providing that the VILLAGE will make every reasonable effort and accommodation to keep the LOCATION clear and available for the PROJECT.

2. The COMPANY's right to conduct the said filming and photographing activities for the PROJECT include and extend to:

(i) exclusively occupying the LOCATION for purposes of filming and/or photographing activity of the

PROJECT;

(ii) erecting sets and/or scenery at the LOCATION and bringing onto the LOCATION such personnel and materials as the COMPANY deems necessary for erection of sets;

(iii) photographing, recording and depicting by any means the buildings, structures, fixtures and other items at the LOCATION and/or any part or parts thereof, accurately or otherwise, with or without regard to the actual appearance or names thereof, in and in connection with the PROJECT and any other film, photograph or other endeavor undertaken by the COMPANY, its successors, subsidiaries, assigns or grantees; and

(iv) referring to the said LOCATION or any part or parts thereof by its actual or any fictitious name and to attribute any fictitious events as occurring at the said LOCATION.

3. Nothing herein shall obligate the COMPANY to photograph the said LOCATION, to use such photography if made, or to otherwise use the said LOCATION.

4. The VILLAGE shall supply \_\_\_\_ police officers to assist with such vehicular and crowd control as is necessary and appropriate for conducting the aforesaid filming and/or photographing activity of the PROJECT at the LOCATION.

5. The COMPANY shall maintain liability insurance in an amount of \$\_\_\_\_\_ and shall name the VILLAGE as an additional insured on the policy. A Certificate of Insurance shall be provided to the VILLAGE before commencing any activity on the PROJECT at the LOCATION.

6. The COMPANY shall indemnify and hold harmless the VILLAGE from all claims, suits, actions, causes, debts, dues and liability of any kind arising from the proposed filming and/or photographing activity of the PROJECT at the LOCATION.

7. The COMPANY shall leave the LOCATION in as good condition and order as when filming and/or photographing activity began, including cleaning and removal of all litter and debris caused by the PROJECT.

8. Upon execution of this Agreement, and prior to commencing any filming or photographing activity on the PROJECT at the LOCATION, the COMPANY shall make a payment to the VILLAGE in the amount of [FILL IN AGREED UPON AMOUNT OF PAYMENT] AND 00/100 DOLLARS (\$\_\_\_\_\_) as non-refundable consideration for entering into this Agreement permitting

and cooperating in the said filming and/or photographing activity. Additionally, in the event that the COMPANY makes use of electrical power from outlets belonging to the VILLAGE, the COMPANY shall reimburse the VILLAGE for the cost of such use.

9. In the event that the COMPANY is unable to conduct the said proposed filming and/or photographing activity, by reason of any cause other than actions by the VILLAGE, the COMPANY shall have no claim or recourse against the VILLAGE and shall not be entitled to refund of the payment to the VILLAGE.

10. In the event that the COMPANY is unable to conduct the proposed filming and/or photographing activity by reason of weather conditions or for any other customary "force majeure" reasons, the COMPANY shall have the right to reschedule the missed day or days of filming and/or photographing activity on the PROJECT at the LOCATION upon a day or days mutually agreed with the VILLAGE, consent for which day or days shall not be unreasonably withheld without paying any additional consideration. In the event that the COMPANY requires use of the LOCATION for additional days in connection with the PROJECT including, without limitation, to photograph retakes or other scenes, the VILLAGE shall permit the COMPANY to re-enter upon and again use the LOCATION for such purpose upon mutually agreed upon dates, approval for which shall not be unreasonably withheld, and the COMPANY shall pay additional consideration of [FILL IN AGREED UPON AMOUNT OF PAYMENT] AND 00/100 DOLLARS (\$\_\_\_\_\_,) for each such additional day.

11. The VILLAGE reserves the right to terminate this Agreement at any time, without notice, on the grounds of public necessity (i.e., some public emergency requiring use of or a substantial change to the LOCATION). In the event of such termination, the COMPANY's rights and claims, including any cause of action for any alleged breach of this Agreement, shall be limited exclusively to return of the payment(s) made to the VILLAGE under this Agreement.

12. The VILLAGE hereby acknowledges that in permitting the said filming and photographing

activity under this Agreement, the VILLAGE makes no claim to any rights of any kind in the COMPANY's work product, including all copyrights, in and to all films, photographs and recordings.

13. This Agreement shall be governed by the laws of the State of New York, and venue for any actions arising hereunder shall be Putnam County, New York.

14. This document expresses the whole and entire agreement between the VILLAGE and the COMPANY, and has been entered without reliance on any prior statements or representations. This Agreement cannot be modified except by a writing executed by both parties.

AGREED:

VILLAGE OF COLD SPRING

\_\_\_\_\_  
By:

[NAME OF APPLICANT]

\_\_\_\_\_  
By:

STATE OF NEW YORK )

ss.:

COUNTY OF PUTNAM )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to be or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )

ss.:

COUNTY OF PUTNAM )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_ personally known to be or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

---

Notary Public

**Resolution No. 35 -2011**

WHEREAS, from time to time the Village Board receives requests seeking its approval and cooperation in regard to commercial filming and photographing activity on public property within the Village; and

WHEREAS, although it is the custom and practice of the Village Board to consider each such request individually and on its own unique merits and circumstances, there are nevertheless some general conditions which are commonly imposed in regard to grant of any such requests, such as requiring insurance coverage; and

WHEREAS, in regard to such requests, it would be helpful for the Village to have a standard form agreement setting forth the general terms and conditions which are commonly required by the Village Board for approval of such requests;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. That Village Board hereby approves the attached form agreement as the Village's general form for agreements for municipal approval of and cooperation in filming and photography on Village property; and
2. That in approving the said form agreement, the Village Board in no way binds itself to grant any future requests or to enter any future agreements; and
3. That the form agreement merely includes general terms which may, in the discretion of the Village Board, be used for such agreements, and the Village Board reserves the right to modify or wholly change the terms and language set forth in the said form agreement at any time and in regard to any individual request.

Trustee Hustis presented the foregoing resolution which was seconded by Trustee

Falloon. The roll call vote on the foregoing resolution was as follows:

Bruce D. Campbell, Trustee, voting YES  
Airinhos Serradas, Trustee, ABSENT  
J. Ralph Falloon, Trustee, voting YES  
Charles E. Hustis III, Trustee, voting YES  
Seth J. Gallagher, Mayor, voting YES

**Resolution 35-2011** was carried unanimously on this 7<sup>th</sup> day of June, 2011.

**Resolution 36-2011** The Board of Trustees of the Village of Cold Spring hereby approves the following Budget Adjustment(s) for the 2010/2011 fiscal year:

- (1) From: A1990-400 Contingent Account \$ 8,500.00  
To: A1420-400 Attorney: Contractual  
Increase attorney contractual account for additional expenditures.
  
- (2) To: A3089-400 State Aid: LWRP Grant (Revenue) \$13,720.00  
To: A1410-450 Village Clerk: Comprehensive Plan \$ 7,000.00  
To: A1620-400 Shared Services: Personal Services \$ 600.00  
To: A3120-200 Police Equipment \$ 2,420.00  
To: A3120-400 Police: Vehicle Repairs \$ 1,000.00  
To: A5410-400 Sidewalks: Maintenance & Repair \$ 500.00  
To: A9030-800 Social Security \$ 2,200.00  
Increase LWRP Grant revenue for monies to be received under the grant;  
Increase comp plan expenses for additional work performed;  
Increase police equipment for bullet-proof vests for police officers;  
Increase police vehicle repairs for new transmission; and  
Increase social security for additional amounts resulting from police contract payment.

Motion to adopt **Resolution 36-2011** was made by Trustee Falloon, seconded by Mayor Gallagher.

The roll call vote was as follows:

Trustee Ralph Falloon voted yes  
Trustee Bruce Campbell voted yes  
Trustee Charles Hustis voted yes  
Trustee Airinhos Serradas voted – absent  
Mayor Gallagher voted yes

**Resolution 36-2011** is officially adopted by a unanimous vote on this 7<sup>th</sup> day of June, 2011. The accountant is hereby authorized to transfer such funds immediately.

Local Law to amend Village Code Chapter 134, “Zoning”, by amending Section 134-2, “Word Usage and Definitions”, to add definitions for the terms “Fence” and “Fence Height”, and by amending Subsection (D)(1) of Section 134-17, “Supplementary Regulations applying to all residence districts”, to revise the provisions thereof regarding “Permitted Obstructions”, was read by Mayor Gallagher.

There were questions among the Board regarding the changes. It was decided that questions would be presented to the Village Attorney, Steve Gaba, for discussion and possibly revision. A date will be set at the next meeting for a public hearing.

Steve Gaba, Village Attorney, did some research regarding “impounding or booting” vehicles that are in excess of six (6) or more unpaid parking tickets. The Board agreed that Mr. Gaba should draw up a document regarding unpaid parking tickets.

Trustee Hustis presented some ideas regarding the terms of the Mayor and Board members changing from a 2 year term to a 4 year term; or perhaps, changing just the Mayoral term or just the Board’s term. It would have to go to the village residents by referendum for a vote. The basis of this change is to save the taxpayers money. It costs approximately \$4,000 per election. Extending the terms would eliminate elections being held every year.

Mike Armstrong suggested that the Mayoral and Board remain the same but perhaps change the term limits on the appointed positions.

Trustee Falloon said that changing the term to a four (4) year term may discourage potential candidates because of the longer commitment. A two (2) year term allows the elected official to “see the light at the end of the tunnel”, if you will, giving them the opportunity to decline running for another two (2) year term.

Liz Armstrong asked, if this did go to vote and it was passed, when would it take effect, at the present election or at the next election? She said that to her knowledge, it usually goes into effect for the following election.

Trustee Hustis will do additional research on the possibility of presenting this to the voters by referendum.

The Village Board received a letter from Supervisor Richard Shea requesting permission for PHILIPSTOWN residents to fish in the Reservoir on Fishkill Road. As it stands now, only the Village residents are allowed to purchase fishing permits for the reservoir.

After a discussion regarding the request, it was decided and a motion was made by Trustee Falloon to accept the request of Supervisor Shea and grant permission for Town residents to get permits to fish in the Fishkill Road Reservoir for a fee of \$10.00. Trustee Hustis seconded the motion and the vote was unanimously carried.

The Walter Hoving Home sent a notice to the Village stating that they would be going door to door to solicit contributions for the home.

Steve Gaba, Village attorney, researched the possibility of the Village selling the composting bins, purchased from Orbis, a company from Oconomowoc, which produces these “earthmachines”, to the general public. It is his opinion that the Village can sell the composting bins to the general public (including non-residents) if it wishes to do so.

A motion was made by Trustee Hustis, seconded by Trustee Falloon to approve the selling of the composting bins to the general public at a cost of \$40 each and the stirring mechanism for a cost of \$25 each. The vote was carried unanimously.

Michael Bowman, President of the Cold Spring Fire Company stated that the process for getting a beer permit for the selling of beer by the Fire Company at the Community Day function was underway, headed up by Matt Steltz. Mayor Gallagher said that Mary Saari had just finished the same process for St. Anthony’s Feast at the Catholic Church and that perhaps she could assist them in working through the process. Mr. Bowman will relay this message to Mr. Steltz.



The Village Board went into Executive Session at the motion of Trustee Hustis seconded by Trustee Campbell for discussions on Personnel issues.

After closing the Executive Session and returning to the workshop meeting, the open workshop meeting was adjourned.

Respectfully submitted,

Sandra L. Falloon